

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246 SACRAMENTO, CA 94244-2460 (916) 653-7772 Website: www.fire.ca.gov



December 20, 2016

Ogarita Carranza County of Monterey, RMA - Public Works & Facilities 168 W. Alisal Street, 2nd Floor Salinas, CA 93901

#### 5GS16139; Monterey County Fire Prevention and Tree Mortality Project

This agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

#### Please contact Jonathan Pangburn at (831) 333-2600 if you have questions concerning services to be performed. Please contact Bobby Nguyen at (916) 651-6620 if you have any administrative questions or concerns.

- 1. X Full grant agreement including terms and conditions, project grant application form, scope of work, budget and map enclosed. Print (single sided) and return three (3) sets of agreements with original signatures in blue ink. In addition, please return the forms below, as applicable to your entity, to be received by CAL FIRE no later than **January 31, 2017**.
  - Attachment 5 Std. 204 Payee Data Record http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf

• Attachment 7 – Board Resolution or Attesting Document granting authority to sign (non-profit and local entity applicants) Return all originals and requested documents for further processing to: Department of Forestry and Fire Protection

Attention: Grants Management Unit/SRA Fire Prevention Fund Grant P.O. Box 944246 Sacramento, CA 94244-2460 As CAL FIRE has a limited time to obligate these funds, it is highly

As CAL FIRE has a limited time to obligate these funds, it is highly recommended that all originals are sent via overnight mail to the following physical address: 1300 U Street

Sacramento, CA 95818

- 2. Delease initial change(s) made on all copies of the agreement on page(s) as marked.
- 3. Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Bobby Nguyen Grants Analyst Grants Management Unit

Enclosures

#### State of California Dept. of Forestry and Fire Protection (CAL FIRE) State Fire Marshal's Office GRANT AGREEMENT

APPLICANT:	County of Monterey, RMA - Public Works & Facilities
PROJECT TITLE:	Monterey County Fire Prevention and Tree Mortality Project

GRANT AGREEMENT: 5GS16139

**PROJECT PERFORMANCE PERIOD IS from Upon Approval through March 15, 2019.** 

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

**PROJECT DESCRIPTION:** Performing vegetation removal and mowing for approximately 198 acres of land to help prevent fire ignition and spread near roadways and populated rural SRA areas in the communities of Carmel Valley, Big Sur, Aromas, Toro Park and Prunedale.

<b>Total State</b>	Grant not to exceed \$	200,000

.00

(or project costs, whichever is less)

\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

County of Monterey, RMA - Public Works & Facilities					DEPA	ATE OF CALIF RTMENT OF F D FIRE PROTI	ORESTRY	
Applicant								
By Signature of Authorized Representative				Ву				
Title		Title:						
Date				Date				
			CERTIFIC	CATION OF FUND	DING			
AMOUNT OF ESTIN	1ATE	GRANT AGF	REEMENT N		FUND			
\$ 200,000.00		5GS16139			Optional Line Item: 3540-001-3063 State Responsibility Area (SRA)			
ADJ. INCREASING ENCUMBRANCE \$ 0.00		APPROPRIATION General			Fire Pi	Fire Prevention Fund		
ADJ. DECREASING ENCUMBRANCE \$ 0.00	IG FUNCTION General Fund							
UNENCUMBERED E	BALANCE	LINE ITEM	г	CHAPTER		STATUTE	FISCAL YEAR	
\$ 200,000.00		3540-00	-	23		2016	16/17	
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEN D	PCA	PROJECT/WORK PHASE			
	FY 16/17	9212	418	91004		004 VENDOR#		

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

### TERMS AND CONDITIONS OF GRANT AGREEMENT

## I. RECITALS

- 1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and County of Monterey, RMA Public Works & Facilities, hereinafter referred to as "GRANTEE".
- 2. The STATE herby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Two Hundred Thousand Dollars (\$200,000.00).
- 3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
  - a. State Responsibility Area Fire Prevention Fund and Tree Mortality Grant Program Procedural Guide
  - b. The submitted Application, Scope of Work, Budget Detail, and Exhibits

## II. SPECIAL PROVISIONS

- 1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4212 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
- 2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
- 3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

### III. GENERAL PROVISIONS

- 1. Definitions
  - a. The term "Agreement" means grant agreement number 5GS16139.

- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.
- 2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: County of Monterey, RMA - Public Works & Facilities
Section/Unit: BEU - San Benito- Monterey Unit	Section/Unit: N/A
Attention: Jonathan Pangburn	Attention: Ogarita Carranza
Mailing Address:	Mailing Address:
2221 Garden Road	168 W. Alisal Street, 2nd Floor
Monterey, CA 93940	Salinas, CA 93901
Phone Number: (831) 333-2600	Phone Number: 831-755-5174
Email Address: Jonathan.Pangburn@fire.ca.gov	Email Address: carranzao@co.monterey.ca.us

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

- 3. Project Execution
  - a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
  - b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
  - c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 30 days from the Agreement expiration date and in no event less than 30 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
  - d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
  - e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and

marking property or project boundaries, contacting and signing up landowners, etc.).

- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.
- 4. Project Costs and Payment Documentation
  - a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
  - b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Attachment 3 – Final Project Budget, and made a part of this Agreement.
  - c. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the State Responsibility Area Fire Prevention Fund and Tree Mortality Grant Program Procedural Guide.
  - d. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
  - e. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may

be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.

- f. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- g. GRANTEE shall submit each invoice for payment to:

California Department of Forestry & Fire Protection Attention: Jonathan Pangburn 2221 Garden Road Monterey, CA 93940

- h. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment to the GRANTEE, if GRANTEE is a Community-based private non-profit agency, upon written request by the GRANTEE. Advance payment made by the STATE shall be subject to the circumstance and provisions below.
   Where hardship circumstances exist for the GRANTEE, the STATE will consider authorizing advance payments. The STATE will consider the following factors in determining whether a hardship situation exists:
  - Modest reserves and potential cash flow problems of the GRANTEE including the need for advance funding in order to initiate a project. A justification for advance payment may include items such as the inability to pay for staff, supplies, administration expenses, and to secure contractors for Project work.

The following guidelines will be applied to advance payments:

- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. The balance of unspent advance payment funds not liquidated within the six month spending period will be billed for the return of the advanced funds to the STATE. The amount will be returned to the grant balance.

- A request for advance payment must include the same level of expenditure detail and justification as a regular invoice.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and reported as program income used toward offsetting the project cost or returned to the STATE.
- 5. Budget Contingency Clause
  - a. If STATE funding for any fiscal year is reduced or deleted for purposes of the SRAFPF grant program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.
- 6. Project Administration
  - a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds before work on the Project begins. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
  - b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
  - c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.
- 7. Financial Records
  - a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit

occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.

- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.
- 8. Project Termination
  - a. This Agreement may be terminated by the STATE or GRANTEE upon 30days written notice to the other party.
  - b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
  - c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
  - d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.
- 9. Hold Harmless
  - a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
  - b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
  - c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

### 10. Tort Claims

### FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

### STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

### 11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

### 12. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

### 13. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

### 14. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

### 15. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.



## California Department of Forestry and Fire Protection (CAL FIRE) SRAFPF & TM Grant Application Fiscal Year 2016-17 Funding Opportunity



Please fill out this form completely. Be sure to save a copy of this form for your records. Submit 1 printed copy with original signature(s) and 1 electronic copy and all supporting materials to: California Department of Forestry and Fire Protection, Attention: Grants Management Unit - SRAFPF & TM Grant, P.O. Box 944246, Sacramento, CA 94244-2460. E-mail an electronic copy to CALFIRE.Grants@fire.ca.gov. Be sure to include all attachments.

Please complete the project identification information.					
ls your project tre	e mortality related?	• Ye	s O	No	
ls your project in t	he State Responsibility Area?	• Ye	s O	No	
1. Project Tracl	king #: 16-BEU-0050		CalMapper ID:		
Project Name/Titl	e: Monterey County Fire Prevention	n and Tree Mo	ortality Project		
County: Monter	ey CAL FIRE Unit/Con	tract County:	BEU - San Benit	o-Monterey Unit	Please use this 3-letter Unit identifier for file naming (see questions 5 & 14)
2. Sponsoring	<b>Organization:</b> County of Montered	ey, RMA - Pub	lic Works & Faci	lities	
Organization Typ	e: County Government		lf Other, Please	e specify:	
Project Manager	Title: Management Analyst II				
First Name: Ogari	ta		Last Name:	Carranza	
Address 1: 168 W	. Alisal Street, 2nd Floor				
Address 2:					
City: Salinas		State: Califo	ornia	Zip C	Code: 93901
Phone Number:	831-755-5174	Sec	condary Phone I	Number:	
Email Address:	carranzao@co.monterey.ca.us			Fax Number: 831-7	55-4958
3. For which ac	tivity is funding being request	ed?			
Fuels Treatment					

**4. Grant Period:** Please provide the estimated start date and completion date for your project. Projects **MUST** be completed by March 15, 2019. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 01/31/2017

Project Completion Date: 03/15/2019

Tracking #: 16-BEU-0050

If Other, Please specify

**5. Project Location:** Identify a central point that identifies the general area of project activities. Enter the information in NAD 83 - degrees, minutes and seconds in whole numbers. Enter Longitude as a positive number.

Latitude	Ν	36	4	40	26	Longitude M	v	121	•	39		35	
----------	---	----	---	----	----	-------------	---	-----	---	----	--	----	--

Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. For planning or public education projects, use a central point in the SRA for the general area covered by the project.

Please attach a Project map in PDF format with geographic information describing your project location. The map should show the surrounding area in relation to the project. **File naming convention:** Features should be named with the Tracking # and Feature Type. *Example: 16-UUU-XXXX-MAP.pdf* 

"**Project Area**" is the general area where project activities will reduce wildfire risk and/or damage. All projects must have a project area. For planning or public education grants or other projects that don't have well-defined boundaries, provide a map that generally covers the area. For example, for a county-wide public education project, the map should identify the populated portion of the SRA in the county.

#### 6. Project Area Statistics:

For all projects, give an estimate of the project area size and include an estimate of the number of habitable structures impacted by the project. Provide the size of the treatment area for projects that include fuels treatment.

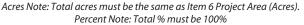
Habitable Dwellings (# of dwellings):	11,000
Project Area (acres):	198
Fuels Treatment Area (acres):	198

#### 7. SRA Fire Hazard Severity Zones (FHSZ):

What SRA Fire Hazard Severity Zones (FHSZ) are in the project area? SRA Fire Hazard Severity Zone ratings are available at: <a href="http://calfire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones.php">http://calfire.ca.gov/fire\_prevention/fire\_prev

Please provide an approximate number of acres **or** percentage of the project area in each zone.





Tracking #: 16-BEU-0050

#### 8. Limiting Factors:

Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

**If checked,** describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

#### 9. Timber Harvest Plans:

For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

THP ID Number:	
----------------	--

**10. Community at Risk:** Is the project associated with a community that is listed as a Community At Risk? See <a href="http://osfm.fire.ca.gov/fireplan/fireplanning\_communities\_at\_risk.php">http://osfm.fire.ca.gov/fireplan/fireplanning\_communities\_at\_risk.php</a>

-	Carmel Valley, Carmel Valley Village, Monterey, Pacific Grove, Big Sur, Salinas, Aromas, Prunedale, and San Juan Bautista		
Num	ber of Communities in the project area: 10		

#### 11. Project Budget:

What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

Budget Item	Amount
Grant Portion of project (\$)	\$200,000.00
Equipment Purchases (\$)	\$0.00
Partners (\$)	\$0.00
Total Project Budget (\$)	200,000

#### 12. Local Wildland Fire Risk Reduction Plans:

Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the SRA covered by this project? If so, discuss in the Scope of Work. *Select all that apply.* 

CAL FIRE Unit Strategic Fire Plan	🔀 Fire Safe Council Action Plan
County Fire Department Strategic Fire Plan	FIREWISE Community Assessment
Local Fire Department Plan	Community Wildfire Protection Plan
Homeowners' Association Plan	Other Local Plan (Identify in Scope of Work)

Tracking #: 16-BEU-0050

#### 13. CEQA Compliance:

Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type:	Notice of Exemption	are
Document Identification Number		

For planning, education and other projects that are exempt from CEQA, select "Not Applicable".

#### 14. Application Submission:

<u>NOTE TO APPLICANT</u>: If you modify the language contained in any part of this document, other than to fill in the blanks, or to provide requested information, your application <u>will</u> be rejected.

Note: Replace XXXX in the file name with the project's ID Number.

Note: Replace UUU in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

US Mail	Email	Attachments	ts File Name	
$\boxtimes$	$\boxtimes$	Application Form (.pdf)	16-BEU-0050-Application.pdf	
$\boxtimes$	$\boxtimes$	Scope of Work	16-BEU-0050-SOW.doc	
$\boxtimes$	$\boxtimes$	Project Budget	16-BEU-0050-Budget.xls	
$\boxtimes$	$\boxtimes$	Project Map (.pdf)	16-BEU-0050-MAP.pdf	
		Articles of Incorporation (.pdf)	16-UUU-XXXX-AOI.pdf	

I certify that the above and attached information is true and correct:

Original Signature Required: Grantee's Authorized Representative

Date Signed

Printed Name	Benny J. Young			Title	Acting Deputy Director of P
Executed on:	9/20/16 Date	at Salinas	City		
			Print Form		

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in fillable PDF format with all supporting materials to <u>CALFIRE.Grants@fire.ca.gov</u>. Please use "SRAFPF/TM Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to : California Department of Forestry and Fire Protection, Attention: Grants Management Unit - SRAFPF & TM Grant, P.O. Box 944246, Sacramento, CA 94244-2460. Hard copy will need to be postmarked no later than September 28, 2016. Electronic copy must be submitted no later than September 28, 2016 at 3:00 pm. Applications postmarked after this date and time will be considered late.

If you would like to mail the hard copy via expedited/overnight mail, please E-mail <u>CALFIRE.Grants@fire.ca.gov</u> for the physical mailing address.

#### Tracking #: 16-BEU-0050

Project Name: Monterey County Fire Prevention and Tree Mortality Project



# Project Name

# Project Tracking Number

Monterey County Fire Prevention and Tree Mortality Project 16-BEU-0050

<u>**Project Description Summary:**</u> Please provide a paragraph summarizing the proposed project including the location, habitable structures, acres treated, number of trees to be removed, etc.

The project consists of performing vegetation removal and mowing for approximately 198 acres of land to help prevent fire ignition and spread near roadways and populated rural SRA areas. Work will occur in State Responsability Areas (SRA) of Monterey County located in the communities of Carmel Valley, Big Sur, Aromas, Toro Park and Prunedale. The project will also help protect the rural-urban interface for the nearby communities of Monterey, Pacific Grove, San Juan Bautista, Salinas, and Carmel Valley Village. According to the US Census there are 2,097 total housing units in Carmel Valley, 6,047 total housing units in Prunedale, 864 housing units in the community of Big Sur, and approximately 2,000 housing units in Toro Park. This project will help prevent fires in project areas with over 11,000 rural housing units, reducing the risk of structural damage and destruction to approximately 11,000 structures.

The project will mow and remove vegetation along the following roads which are also illustrated in Appendix H: 3.7 acres along Aguajito Rd, 25 acres along Cachagua Rd, 3 acres along Calera Canyon Rd, 24.8 acres along Coast Rd, 2 acres along Corral Del Cielo Rd, 15.5 acres along Corral De Tierra Rd, 9 acres along Crazy Horse Canyon Rd, 14 acres along Laureles Grade, 2.5 acres along Loma Alta Rd, 1.6 acres along Los Robles Rd, .3 acres along Nason Rd, 10.8 acres along Old Stage Rd, 4.7 acres along Pesante Rd, 20.7 acres along Robinson Canyon Rd, 11.3 acres along San Benancio Rd, 9.8 acres along San Juan Grade Rd, 15 acres along San Miguel Canyon Rd, 18.5 acres along Tassajara Rd, 3 acres along Tarpey Rd, 1.8 acres along Valenzuela Rd, and 1.2 acres along Viejo Rd.

## A. Project Description

This item is broken into project specific criteria depending on the type of project being proposed: planning, education and tree Removal. Please <u>only answer the one set of questions</u> in this section that pertain to your project.

## Removal of Dead or Dying Tree Projects

1. Describe the geographic scope of the project, including an estimate of the number of dead/ dying trees that will be removed or specific activity in support of dead and dying tree removal.

2. Describe the goals, objectives, and expected outcomes of the project, this could include, but is not limited to number of homes treated, number of trees removed, or number miles of roads treated, etc.

3. Provide a clear rationale for how the proposed project will identify dead or dying trees that pose an threat to public health and safety.

4. Identify any additional assets at risk to wildfire and tree mortality that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers, residences and neighborhoods.

5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?

## **Fuel Reduction Projects**

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures in the SRA and the names of the general communities that will benefit.

2. Describe the goals, objectives, and expected outcomes of the project.

3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures in the SRA.

4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.

5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?

# A. Project Description Continued

## **Planning Projects**

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.

2. Describe how the project will assess the risks to residents and structures in the SRA and prioritize projects to reduce this risk over time.

3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?

4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.

5. Describe the pathways for community involvement that will be incorporated in the planning process.

## **Education and Training Projects**

1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the SRA.

2. Describe the target audience of the education program and how information will be distributed to this audience.

3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?

4. Identify specific actions being advocated in the education material that are expected to increase the preparedness of residents and structures in the SRA for wildfire.

5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

## **B.Relationship to Strategic Plans**

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document?

# C.Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at:

http://www.fire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones\_maps.php

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the SRA.

3. Describe the projects geographic location related to the latest tree mortality Aerial Detection Survey and Tree Mortality High Hazard Zones.

## D.Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?

2. Describe any cooperating entities in the dead and dying tree removal along with this project being part of a larger tree removal project (if applicable).

3. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.

4. Describe any plans to maintain the project after the grant period has ended.

5. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

## **E.Project Implementation**

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.

2. Verify the expected timeframes to complete the project will fall under the March 15, 2019 deadline.

3. Describe the milestones that will be used to measure the progress of the project.

4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.

5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

# F. Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.

2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.

3. Describe partnering entities for the tree mortality work and existing projects that this proposed grant will assist or compliment.

# G.Budget

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

4. Identify any administrative expenses and describe why they are necessary for successful project implementation. Administrative expenses to be paid must be less than 12% of the total grant request.

# A. Project Description Response

 The project consists of performing vegetation removal and mowing for approximately 198 acres of land to help prevent fire ignition and spread near roadways and populated rural SRA areas.

Work will occur in SRA areas of Monterey County located in the communities of Carmel Valley, Big Sur, Toro Park, Aromas and Prunedale. According to the US Census there are 2,097 total housing units in Carmel Valley, 6,047 total housing units in Prunedale, 864 housing units in the community of Big Sur, and approximately 2,000 housing units in Toro Park. This project will help prevent fires in project areas with over 11,000 rural housing units, reducing the risk of structural damage and destruction.

2. The goal of this project is to improve fire prevention in SRA areas of Monterey County by removing vegetation and mowing near roadways and populated rural areas. The key objective of this project is a reduction in high fire risk grasslands and brush near roadsides. The outcome of this project will be a reduction of 198 acres of high fire risk grasslands near county roads and a corresponding reduced risk of fire.

3. Many fires start due to heat and sparks from equipment operation and vehicle sparks near roadways making contact with grasslands and brush. These fires can quickly spread to surrounding brush fields and forests, growing into large incidents which typically destroy and damage a large number of structures. By removing 198 acres of vegetation near roadways, fire lines will be established to prevent the ignition of fires by vehicles and equipment, preventing the spread of grassland related fires to more populated areas, and preventing associated structural damage and destruction to approximately 11,000 structures.

4. Additional assets that will be protected as part of this project include radio and cell phone communication facilities, power lines, and roadways. These facilities are in close proximity to the project areas. Communication facilities are particularly important to protect to allow fire fighters to communicate in remote mountainous areas in the case of a fire incident. These facilities must be protected in order to expedite the flow of communication between fire fighting personnel, allowing resources to be mobilized to squelch any new fires quickly. If these facilities are affected by a fire incident, it would cut critical communication for firefighting personnel, temporarily challenging their ability to respond to fire incidents.

5. While the scale of the project covers approximately 198 acres of land, it focuses efforts on critical rural SRA roadways where vehicles and equipment can easily cause fire ignition. These types of fires may quickly spread to surrounding areas. By focusing fire prevention efforts on these 198 acres of high risk fire areas, over two hundred square miles of nearby high and very high risk SRA area will be protected from fire ignition and spread. This preventative work will reduce the number of incidents that must be responded to by CAL FIRE, the Forest Service, emergency personnel, and the County, reducing the costs for these expensive fire incidents.

# **B. Relationship to Strategic Plans Response**

The proposed project supports the goals and objectives of the The San Benito -Monterey Unit Strategic Fire Plan, which is the local CAL FIRE Unit Fire Plan. This project will support and help implement the San Benito - Monterey Unit Strategic Fire Plan, and will:

- Collect, analyze and prepare data to assess communities at risk and in need of fuel reduction or other projects.

- Work with grant writers and stakeholders to secure funds to implement projects.

- Utilize CAL FIRE personnel and resources in conjunction with other public and private efforts to assist with the project work on the ground.

- Educate the public on fire prevention and incorporation of fire resistant landscaping and construction to their property, as well as hazardous fuel reduction to keep their lives, homes, property and natural resources safe from catastrophic wildfires.

# C.Degree of Risk Response

1. The project consists of the removal of vegetation and is located in high or very high fire hazard severity zones as identified by the latest Fire and Resource Assessment Program maps. See Appendix H - Project Map. While the scale of the project covers approximately 198 acres of land, it focuses on fire prevention near roadways where vehicles and equipment can cause fire ignition through sparks and friction. These types of fires may quickly spread within SRA areas. By focusing fire prevention efforts on these high risk fire areas, over 200 square miles of nearby high and very high risk SRA area will be protected from potential fire spread.

2. The areas that this project is targeting for fire prevention work is within five miles of approximately 11,000 housing units. Single family homes are the primary type of unit, hence it is estimated that the project area contains approximately 11,000 structures. Most project efforts will be focused immediately adjacent to major population centers in our County's rural SRA areas where these structures are located.

Over the past ten years, Monterey County has had over 1,450 small fires in the SRA area which affected over 16,000 acres. Grasslands in Monterey County are historically a high risk fire hazard, especially near County roads. According to the CALFIRE Redbooks, Between 2012-2014, fires under 300 acres in Monterey County were composed of 70% grassland on average. This highlights the need to mow high fire risk areas, especially grasslands which can be effectively transformed into a fire break through mowing. Monterey County has a large mountain range which runs along its coast which contains the northern half of the Los Padres National Forest. This area and surrounding SRA wildlands are subject to frequent large fire incidents. During 2012-2014, Monterey County experienced five large fires over 300 acres which burned over 13,000 acres and destroyed 38 structures. Currently, Monterey County is dealing with the Soberanes Fire which has burned for two months over 125,000 acres and has destroyed 57 homes and 11 outbuildings. By preventing the ignition of fires by mowing near roads and removing hazard trees near residences, this project will reduce the risk of smaller fires growing to become larger fire incidents.

3. Approximately 50% of project work will occur in Tree Mortality High Hazard Zones near Carmel Valley and to the north of Carmel Valley. All project areas are within one mile of areas with 5-15 dead trees per acre according to the 2014 and 2015 USFS Surveys. Our County has not been surveyed by an Aerial Detection Survey for tree mortality, however bark beetle is known to be affecting our County's SRA areas and forests.

# D.Community Support Response

1. The County is not proposing official matching funds as part of this application. However, the County operates a yearly ongoing vegetation removal and mowing program through its regular Maintenance Plan which currently does not regularly address the project sites associated with this project. Program vegetation removal and fire prevention work is typically only done only at key intersections, often only removing vegetation for 500' - 700' nearby.

2. Monterey County's vegetation removal work for fire prevention is part of a larger constellation of fire prevention vegetation removal that is performed by the Monterey County Fire Safe Council, the US Forest Service, CAL FIRE, and PG&E's vegetation management program. Monterey County's work emphasizes mowing near county roadways to help prevent fires, while other organizations focus more of their fire prevention efforts on forested and wildland areas. Together, these programs will complement each other, reducing various rungs from the fuel ladder, and increasing fire prevention throughout the County.

3. Before vegetation management work takes place, press releases are sent out, all nearby first responder agencies are notified of traffic control projects, the public is notified about the work, and door to door notification of work is done as needed. Additionally, changeable message signs are placed near the project site at least ten days in advance to notify all roadway users of upcoming work. Participation in regular community meetings is done if possible.

4. After this project is completed, vegetation removal of the same project areas will continue to be done by the Resource Management Agency of Monterey County depending on the availability of funding.

5. See answer D-2 above.

# E.Project Implementation Response

1. Timeline:

• Mowing/Vegetation Removal: April 1 - June 30, 2017

• Invoicing and Reporting: February 1, 2017 – March 15, 2019

• Final project report and close-out: March 15, 2019.

2. As much of the project work will be completed in the first year, all project deliverables will be completed well before the March 15, 2019 project completion deadline.

3. Milestones that will be used to measure the progress of the project will be primarily the number of acres mowed.

4. The primary measurable outcome will be number of acres mowed. This project will track the completion of the proposed 198 acres mowed to assure compliance with schedule, budget, and milestones.

5. The project is exempt from CEQA.

# F. Administration Response

1. Monterey County has a comprehensive understanding of fire prevention and its relation to fire incidents. The County mows and clears hundreds of acres of vegetation near County roads on a yearly basis and has done so for over 50 years. In addition, the County has worked on projects such as fire clearance near emergency radio sites to allow continued communication amongst fire personnel on new potential fires and fire

2. fighting efforts. The County has also been involved in debris and tree removal after a populated area was hit by the Soberanes fire this year and in other large fire incidents such as the Basin Complex, Indians, Pfeiffer Ridge, Tassajara, and Coleman fires.

County staff has 15 years experience performing vegetation removal for fire prevention and performing high production mowing using CAL FIRE "Gabilan Fire Crews" for vegetation removal not suitable for mowers, training in wildland fire school and fire shelter, supported logistical needs during major wildland fire events, and post fire watershed protection for three major wildland fires.

The County may partner with other contractors such as CALFIRE's "Gabilan Fire Crews" for vegetation removal not suitable for mowers.

3. A Management Analyst II and a Maintenance Manager in the Resouce Management Agency, a department within Monterey County, will be responsible for tracking project expenses and maintaining project records in a manner that will allow for a full audit trail of awarded grant funds. Timecard audits, invoices, daily crew logs, pictures of mow areas, and reports will be prepared to document project work.

4. Monterey County's vegetation removal work for fire prevention is part of a larger constellation of removal that is performed by the Monterey County Fire Safe Council, the US Forest Service, CALFIRE, and PG&E's vegetation management program. Monterey County's work emphasizes mowing near county roadways to help prevent fires, while other organizations focus more on forested and wildland areas. Together, these programs complement each other, reducing various rungs from the fuel ladder, and increasing fire prevention throughout the County.

# G.Budget Response

1. The grant funds will be used to fund contractors to perform vegetation removal and mowing near roadways and population centers in select SRA areas in Monterey County to help prevent fire ignition and spread. No equipment will be purchased as part of this project.

2. No costs are higher than normal for the type of work being proposed on our project geographic area.

3. The total project cost of \$200,000 is appropriate for the size, scope, and anticipated benefits of the project. By focusing project work on over 198 acres of SRA area, we estimate that over 200 square miles of high and very high SRA fire risk areas are being protected from future fire incidents.

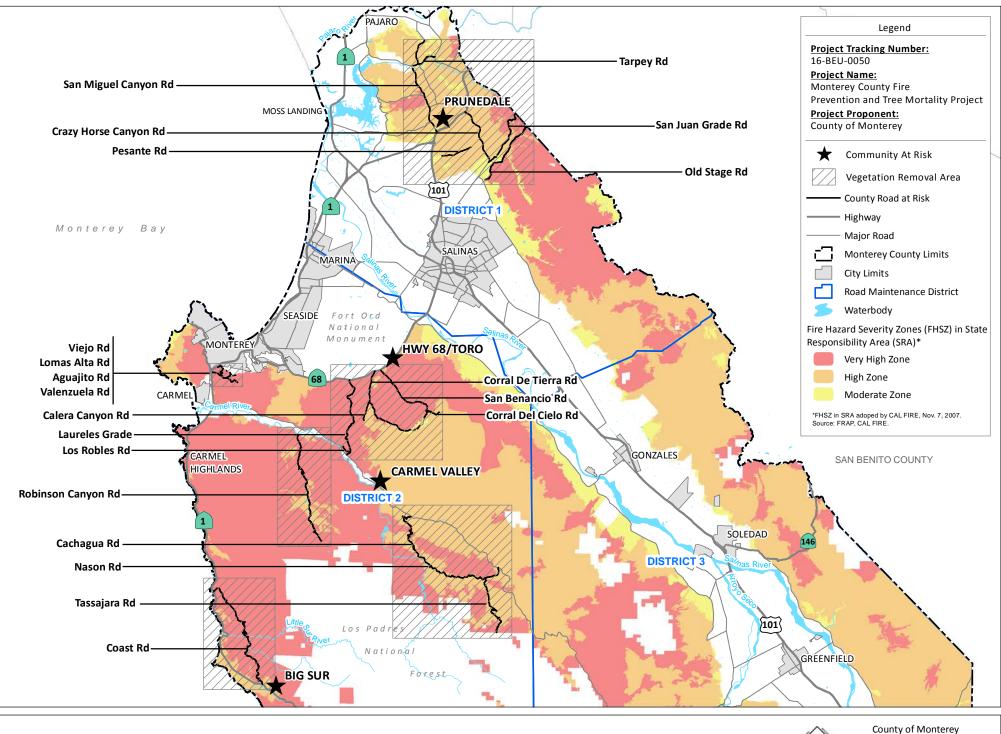
4. Less than 5% of grant funds will be used for administrative expenses to help monitor, oversee, and track the finances of the grant project. A Management Analyst II will provide grant management by preparing the required reports (i.e. project report, close-out report) and administrative tracking of the grant. The Maintenance Manager will provide quality control and oversight of the project, review invoices, and approve for payment.

# Tracking #: 16-BEU-0050

# Project Name: County of Monterey Fuel Reduction Project

# Project Budget

Budget Item Description Category	Cost Basis				Cost Share (%)			Funding Source (\$)						Total (\$)	
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otal Grant Proposed Costs								\$	200,000	\$	-	\$	-	\$	200,0



Appendix H - Project Map





County of Monterey Resource Management Agency Public Works Division Date: 9/27/2016